BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of Work: -

Providing Street Name board, Fabrication of shed for boating flatform and construction of Rangamandhira at venkatala governament school in ward no -01 of yelahanka Sub division.

Estimate Cost: 100.00 Lakhs

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EXECUTIVE ENGINEER
YELAHANKA DIV

BRUHAT BENGALURU MAHANAGARA PALIKE

No: BBMP/EE/YNK.D/E-PMT/09 / 2020-21

Office of the Executive Engineer
Yelahanka division, Bangalore – 560064.
Dated : **29-01-2021**

INVITATION FOR TENDER (IFT)
(Short term- Tender Notification)
(Two Cover System)
(Through **GOK e–Procurement Portal** only)

1. The Executive Engineer Yelahanka Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract **as per standard tender document KW-01, KW-2, KW-3 and KW-4**
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be submitted EMD Declaration Copy (As per Government order No:FD/675/expe-12/2020 Bangalore Dated 22-12-2020)
3. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on **12-02-2021** and the opening of tenders will be as per the e-procurement portal guidelines.
4. GST Shall be Paid to the tendered amount separately
5. Other details can be seen in the tender documents.

Sl. No.	Name of the Work	Est. Cost	Category	Cost of Tender form in Rs. (Non-Refundable)	Period of Completion
01	Developments of roads and drains at Venkatala and Venkatala Janatha colony in ward no 01 of Yelahanka sub division	200.00	-	As per e-Procurement Portal	03 Months
02	construction of compound wall and improvements to yelahanka Govt High school premises at yelahanka	100.00	-	As per e-Procurement Portal	06 Months

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	old town in ward no -01				
03	Providing Street Name board, Fabrication of shed for boating flatform and construction of Rangamandhira at venkatala governament school in ward no -01 of yelahanka Sub division.	100.00	-	As per e-Procurement Portal	03 Months
04	Improvements to kalyani at yelahanka lake in kempegowda ward no -01	100.00	-	As per e-Procurement Portal	06 Months
05	Improvements to Roads and Drains at Ambabhavani Layout (Part-1) in Ward No 03	65.00	-	As per e-Procurement Portal	03 Months
06	Improvements to Roads and Drains at Ambabhavani Layout (Part-2) in Ward No 03	60.00	-	As per e-Procurement Portal	03 Months
07	Improvements to Roads and Drains at Deo Marvel Layout and Surrounding Area in Ward No 03	75.00	-	As per e-Procurement Portal	03 Months
08	Improvements to Roads and Drains at Sai Nagara 2 and Surrounding area in Ward No 03	65.00	-	As per e-Procurement Portal	03 Months
09	Improvements to Roads and Drains at Akshyanagara and Surrounding area in Ward No 03	75.00	-	As per e-Procurement Portal	03 Months
10	Improvements to roads and drains at Attur Layout surrounding areas in ward no:03	65.00	-	As per e-Procurement Portal	03 Months
11	Improvements to Roads at SFS 707 and Surrounding area in Ward No 03	58.00	-	As per e-Procurement Portal	03 Months
11	Improvements to Drains at SFS 707 and Surrounding area in Ward No 03	76.00	-	As per e-Procurement Portal	03 Months
12	Improvements to Roads and Drains at Sharada Nagara in Ward No 04	98.00	-	As per e-Procurement Portal	03 Months

	2nd Call				
13	Providing Energy efficient and LED Street lights and Wires around Kempegowda ward no:01	25.00	Others	As per e-Procurement Portal	03 Months
14	Providing street name Boards in ward no:03 of Yelahanka Satellite Town Sub Division	50.00	ST	As per e-Procurement Portal	03 Months
15	Improvements of Anganawadi buildings and Improvements of Government school buildings in ward no:04 of Yelahanka satellite town sub division	100.00	-	As per e-Procurement Portal	06 Months

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12. Defect Liability Period (DLP) and Maintenance Period will be as per Commissioner Order No: D/¦.J¸ï.Dgï/G-5317/2012-13 ¢£ÁAPÀ: 28.09.2012
13. FSD will be refunded only after Defect Liability Period (DLP) as per Condition 12.
14. Tenders must be accompanied by Earnest Money Deposit specified for the work in the Table below. Earnest Money Deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **90 days** beyond the validity of the tender.
15. For Asphalting works, like Pothole filling, Chip Carpeting, B.M & B.C etc., those who own their hot mix plant & mechanical paver only need apply. Such of those tenderer will have to furnish the list of machinery equipment along with the copy of the Registration Certificate at the time of scanning of tender documents.
16. Frequency of the Quality tests of all the materials and other tests have to be conducted by contractor as per Specifications for Road and Bridge Works (5th Revision) and IRC:SP:11-1984 Handbook of Quality Control for Construction of Roads and Runways, IRC:SP:112-2017 Manual for Quality Control in Road and Bridge Works, IRC:SP:47-1998 Guidelines on Quality Systems for Road Bridges (Plain, Reinforced, Prestressed), RC:SP:57-2000 Guidelines for Quality Systems for Road Construction and Composite Concrete and SP:7-2005 National Building Code of India & other relevant Indian standards in his laboratory or any other Laboratory assigned by the BBMP on his own cost in presence of Engineer/ consultants appointed by BBMP.
17. As per Govt. Order No: LD 300/LET/2006, Dated: 18.07.2007, 1% of the bill amount will be deducted and remitted to Karnataka State Building & Other Construction Employees Welfare Board.
18. The Tenderers are advised to note the minimum qualification criteria specified in clause 3 of the Instructions to Tenderers to qualify for award of the contract **(Standard Tender Document KW 1 & 2** also Tenderers are advised to go through the Standard Bid Documents.
19. Any Corrigendum / Modification will be notified in the Notice Board of the Undersigned.
20. The BBMP reserves the right to accept/reject any or all tenders without assigning any reasons what so ever.
21. **Successful Tenderer should deliver to the employer a security deposit equivalent 3% of the Contract price in form of DD / Bank Guarantee in favour of Commissioner BBMP otherwise action will be initiated as per Standard Bid document clauses.**
22. **An additional security for unbalanced bids (difference amount 50%) in the form of DD/ Bank Guarantee to be submitted in favour of Commissioner BBMP to the undersigned before opening of the technical bid otherwise there bids will be rejected.**
23. The Tender Accepting Authority shall have the power to accept or to reject any tender without assigning any reason thereof.
24. GST will be paid to the tendered amount separately only for 2018-19 schedule of rates and for GST/VAT is included in other than 2018-19 schedule of Rates.
25. As per Government Circular No. CI 81 MMN 2014 Dt: 18.02.2014 & ಗಭೂಇ:ಡಿಸಿಬಿ/ಕಗಗು/ರಾ.ಪ.ಕೋ/2013-14 ದಿನಾಂಕ: 13.03.2014 the contractors are liable to pay royalty in terms of the contract if they are not able to produce the materials purchased document / MDP's from where they purchase.
26. Black Listed Contractors / in Govt. / Quasi Govt. / Boards / BBMP etc., are not eligible to quote, if found such Tenders will be rejected.
27. All the participants should produce all the original documents for verification whenever necessary.
28. The work shall be carried out as per the directions of the BBMP and if necessary in coordination with BESCOM, BWSSB, Other Utility Agencies and Engineer in charge of Work.
29. No Joint Venture / Consortium is permissible.
30. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not

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12. Copy to IT Advisor with Soft copy for needful action to place in the BBMP website.
13. Copy to Store Keeper/ Records Section, Mayo Hall, Bangalore for information and need full action.
14. Copy to Assistant Executive Engineer (Yelahanka sub Division and Satellite Town Sub Division) for Information & Necessary Action.
15. Notice Board / Office Copy.

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A. General

1. Scope of Tender

1.1 **The Executive Engineer, Yelahanka Division, BBMP** (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderer's:

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka / BBMP

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years (i.e. 2015-16 to 2019-20)

(a) achieved in at least two financial years a minimum financial turnover (in all classes of civil engineering construction works only) of **Rs.1.80 Crores**

(b) satisfactorily completed (at least 50% of the contract value) as prime contractor, at least one similar work such as Development of Parks of value not less than **Rs.45.00 Lakhs**

(c) executed in any one year, the following minimum quantities of work:[1]

Sl. No	Description	Unit	Quantity
1	Earthwork excavation	Cum	186.00
2	PCC/RCC	Cum	60.00
3	Hot Dip Galvanised M S Ornmental	Kgs	15000.00
4	Kerb Stones	Nos	90.00
5	Children Playing Equipments	Nos	2.00

Note: Certified Contractors Bill Copies shall be uploaded (Admitted Bill Copies)

(d) The Tenderer or his identified sub-contractor should possess required valid electrical license for executing building electrification works and should have executed similar electrical works totaling Rs. ..... *(usually not less than 50% of the electrical works)* • in any one year;[2]

[1] Specify the principal items of works to be executed under this contract

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4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:
7.2 Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 **Pre-tender meeting:**

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at **The Office of the Executive Engineer , Yelahanka Division, Bangalore – 560064 on 08-02-2021 at 15.00 Hours**

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than **2 days before Pre bid meeting.**

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

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19.3 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall not be opened.

19.4 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders.

19.5 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.6 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer.[4]

19.7 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.[5]

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

20.2 Envelopes marked **"MODIFICATION FOR SECOND COVER"** shall be opened and the submissions therein read out in appropriate detail.

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

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[4] **Refer GOK circular No. PWD 1359 SO/FC 2001 (P-2) dated 30th June 2003.**

[5] The evaluation of the technical aspects contained in the first cover should be completed within a reasonable period and the time gap between the opening of the first and second cover should be the minimum and in any case not more than 45 days {In exceptional cases, approval of the Secretary to the Government of the concerned Department/Managing Director of the Corporation shall be obtained where the period is more than 45 days but less than 60 days. If it exceeds 60 days the tenders shall be rejected.

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract for all works. :

- Banker's cheque/Demand draft,/Pay Order in favour of Commissioner BBMP payable at Bangalore or
- **A Bank Guarantee in the form given in Section 10; or**
- **Special Small savings instruments pledged to Commissioner, BBMP / Executive Engineer – Yelahanka Division, BBMP**

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30 Advance Payment and Security:

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Letter of Acceptance

(letterhead paper of the Employer) .....[date]

To:

.....

.....[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated ..... for execution of the .....

..... *[name of the contract and identification number, as given in the Instructions to Tenderers]* for the Contract Price of Rupees .....

..... figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by (.....) [amount in words and our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs..... within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

To (letterhead of the Employer) .....(date)

.....

.....

..... (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ..... (name of the work) a Tender Price of Rs..... , you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory
authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the .....day of .....20....., between.....

.....[name and address of Employer]

(hereinafter called "the Employer") of the one part and

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4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting (Deleted)

7.1 Deleted.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date is Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be increased and extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the

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The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

Arbitration (Clause 24)

4. The procedure for arbitration shall be as follows:

4.1

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

(b) Arbitration proceedings shall be held at..... Karnataka state (to be filled in by the Employer before issue of the Tender Documents),

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

5. In the case of the death of a Contractor after executing the agreement / commencement of the work, his legal heir, if an eligible registered Contractor and willing can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

6. The Contractor should produce invoice for procurement of Bitumen, Steel, HDPE ducts, Geo-textile material along with bills. No payments will be made without such invoices.

7. Mix Designs for Concrete and Asphalt work should be got approved by Chief Engineer before commencement of Work.

8. 63/51 mm Double Walled Corrugated HDPE Duct should have the inner layer as silicore marking the duct manufacturer and also size of the duct. The Duct should conform to ISO Certification and the colour of duct should be orange or blue for better identity.

9. The Contractor shall provide One four wheeler along with driver, fuel expenses to Project Engineers in-charge of work to facilitate and co-ordinate the supervision of the work.

10. The Contractor shall establish field lab and field office to facilitate quality assurance of execution of works.

11. The hot mix plant unit should be within the radius of 40km from Vidhanasoudha, Bangalore

12. The availability of hot mix plant and ownership will be ascertained by physical inspection at the time of technical evaluation by the evaluation authority

13. GST Shall be Paid to the Tendered Amount Separately

14. Tenderer should have Registered with EPF and ESI authorities: Certification should be produced at the time of Tendering OR else being entering into the Agreement.

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Contract Price or Three [33] months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.

[34]The date by which "as-built"[35] **drawings (in scale 1:1000[36])** in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

[37]The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be.

The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is **Rs 1,00,000/-**

(The amount should be sufficient to get the completion drawings or Operating and Maintenance Manuals prepared by alternative agency in case the contractor fails to submit.) [48]

The following events shall also be fundamental breach of the contract: [49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's Additional cost for completing the Works shall be 30 percent (30%) . [50.1]

(Change if need be. It should be sufficient to get the balance of works completed by alternative agency.)

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[33] To be filled up by the Employer before issue of the tender document; say 'Three or four months'
[34] Score out is not applicable.
[35] Completion drawings
[36] Specify an appropriate scale
[37] Score out which ever is not applicable.

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SECTION 7: SPECIFICATIONS

As per specifications mentioned in BOQ

BRUHAT BANGALORE MAHANAGARA PALIKE

NAME OF WORK:- Providing Street Name board, Fabrication of shed for bo... flatform and construction of Rangamandira at Venkatala government school in w... no -01 of Yelahanka Sub division

[redacted] SCHEDULE – B

Item No	Description of Work	Unit	Total Quantity as per Estimation	Rate as per estimate in Rs.	
				In Figures	In Words
1	KSRB 2-2.2 : Earth work excavation for foundation of buildings, culverts water supply, sanitary line and electrical conduits either in pits or in trenches 1.5m and above in width, in Hard soil not exceeding 1.5m, in depth including dressing the bottom and sides of pits and trenches, stacking the excavated soil clear from edges of excavation with lead upto 50m, after breaking of clods complete as per specifications	Cu m	3.60		
2	KSRB 4-1.3 : Providing and laying in position plain cement concrete of Mix 1:4:8 with OPC cement @ 180kgs, with 40mm and down size graded granite metal coarse aggregates @0.85cum and fine aggregates @ 0.57cum machine mixed, machine mixed, concrete laid in layers not exceeding 15 cms. thick, well compacted, in foundation and plinth including cost of all materials, labour, HOM of Machinery curing cpmplete as per specification No KBS 4.1, 4.2 (Page-12/Item no 4.3 curing complete as per specifications.	cu m	0.6		
3	KSRB 4-1.6 ; Providing and laying in position plain cement concrete of Mix 1:2:4 with OPC 240kgs with 20mm and down size graded granite metal coarse aggregates 0.878 cum and fine aggregtes 0.53cum, machine mixed, concrete laid in layers not exceeding 15 cms thick well compacted, in foundation, plinth and cills, including cost of all materials labour HOM curing complete as per specifications.	cu m	9.00		

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	Fabricating, roviding and erecting in position of Hot dip galvanised M.S Ornmamental secrutiy Grill using 75x12mm M.S flat for alround frame work with verticals at the centre and horizontal centre supporrt M.S square of 20x20mm of different heights as show in the drawing are to be fixed at 16cms c/c for square bars of ull height and at 8 cms c/c for bottom rods, providing ornamental CI designers at the bottom and CI arrows n the middle and top. The entire frame work is to be fixed by means of expansion bolts tto the brick pillars with necessary drilling holes, The work incldues providing two coats of enamel painting over one coat of red lead read mix primer coat etc., complete including cost of all labour, painting , erection charges using hoist pulley cranes with all lead and lift, loading, transporting and unloading using hoist pulley cranes, scaffolding charges and all lead and lift.	kgs	16200.00		
5	Providing and installing of pre pained Galvalume iron Trapezoidal profiled sheet of approved make 1060mm (1000mm cover width)28-30mm crest height with crest distance of 200mm c/c with 2 ribs at the cetre for stiffening. The total coated thickness (TCT) of the sheet will be 0.47 mm+/-0.02mm tolerance zine alu alloy coating AZ 150 gsm as per ASTM 1397/A755-550 mpa steel grade, 5-7 microns epoxyprimer on both side of the sheet and polyester top coat 20-22 microns using self drilling/selp tapping screws of 25mm lengt, to be fixed over the existing purlins, rafters, channels and trusses.	Sq m	384.12		
6	KSRB 15-18-1: Applying red lead ready mix priming coat over new steel or other metal surface including preparing the surface atfter throughly cleaning oil, grease, dirt and other foreign matter, and scoured with wire brushes, fine steel wool, sand papers including cost of materials, labour complete as per specifications.	Sq m	650.00		
7	KSRB 15-18-2: Providing and Applying enamel matal paint two coats (excluding priming coat) over new steel or other metal brushing to give and even shade after cleaning oil, grease, dirt and other foreign matter, including cost of materials, labour complete as per specifications.	Sq m	650.00		
8	KSRRB 800-4. Providing and laying plain cement concrete of mix 1:3:6 with OPC @ 220kgs, with crushed 40mm and down size graded granite metal coarse aggregates @0.89 cum and fine aggregates @0.46 cum, in foundation mechanically mixed, placed in foundation and compacted by vibration including curing for 14 days including cost of all materials labour, HOM curing form works scaffolding and centering complete as per specifications.	Nos	19.00		

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14	Supply & fixing of Seated Chest Press : All products must tested and certified to meet EN16630 safety standards with GS test mark. The EN16630 certificates must be issued by a reputed notified International Certifying Body such as IPEMA, TUV, CPSC, or SGS only. The GS mark-EN 16630 certificates must be in the name of a supplier who has carried out a minimum of 100 public park projects in India with EN16630-GS certified products either by themselves or through their dealers or contractors. These EN16630 & GS Mark certificates must be clearly displayed on the notified certifying bodies websites as online verification is mandatory during technical bid. All products must clearly display the GS mark as has been issued in the EN16630 safety certificates. All Tubular steel of 2.5mm thickness are galvanized and zinc dipped. Joints are Robotic Welded. All welded joints are scalloped as necessary and welded to an approved MIG process. All welds are dressed off removing all sharp edges & burrs. Zinc Primer paint is applied at all the welding paints prior to finishing. All metal parts are powder coated using AKZO Nobel - Great Wall Powder to the thickness of 80 - 120 microns. All metal parts are tested in our salt spray machine that uses a 5% NaCL solution in accordance to ISO7227 to speed up corrosion for 3000 hrs. The seat and backrest is made from Rotomoulded LLDPE. Bearings : Maintenance-free ball bearings. Equipment which have sway and moving parts, must have built in limitors that prevent unwanted and ecesssive movement, which can cause injuries. The limitors must be in accordance with EN16630 safety norms. Scope of delivery : 1 completely pre-assembled equipment modules. Maintenance : Maintain according to EN16630 and the maintenance guide. Size (L*W * H) 1955 MM x 730 MM x 1955 MM . Capacity 2 persons. Inclusive of All Taxes and Transportation Charges(Data approved rate)	each	2.00		
15	Supply & fixing of Elliptical Cross Trainer: All products must tested and certified to meet EN16630 safety standards with GS test mark. The EN16630 certificates must be issued by a reputed notified International Certifying Body such as IPEMA, TUV, CPSC, or SGS only. The GS mark-EN 16630 certificates must be in the name of a supplier who has carried out a minimum of 100 public park projects in India with EN16630-GS certified products either by themselves or through their dealers or contractors. These EN16630 & GS Mark certificates must be clearly displayed on the notified certifying bodies websites as online verification is mandatory during technical bid. All products must clearly display the GS mark as has been issued in the EN16630 safety certificates. All Tubular steel of 2.5mm thickness are galvanized and zinc dipped. Joints are Robotic Welded. All welded joints are scalloped as necessary and welded to an approved MIG process. All welds are dressed off removing all sharp edges & burrs. Zinc Primer paint is applied at all the welding paints prior to finishing. All metal parts are powder coated using AKZO Nobel - Great Wall Powder to the thickness of 80 - 120 microns. All metal parts are tested in our salt spray machine that uses a 5% NaCL solution in accordance to ISO7227 to speed up corrosion for 3000 hrs. The seat and backrest is made from Rotomoulded LLDPE. Bearings : Maintenance-free ball bearings. Equipment which have sway and moving parts, must have built in limitors that prevent unwanted and ecesssive movement, which can cause injuries. The limitors must be in accordance with EN16630 safety norms. Scope of delivery : 1 completely pre-assembled equipment modules. Maintenance : Maintain according to EN16630 and the maintenance guide. Size (L*W * H) 845 MM x 865 MM x 1710 MM . Capacity 1 person. Inclusive of All Taxes and Transportation Charges (Data approved rate)	each	1.00		

21	Fixing and installation of a three person body twister station: Size -131 X 100 X 133CM, that consists of three swivel stands that rotates but with a built in safety limitor that meets international safety standards as the arms and shoulders of the user are held square in the overhead hold that is fixed to a monolithic large arc tube center pillar without convex sides & minimal deformation ergonomically curved. The Center pillar has an OD of 89 mm, the wall thickness is min 3 mm & has a 8mm thick, 40cm gusset support at standard height of 1.4m. All fasteners to be of 304 stainless, Torx Anti Vandal Fasteners, All nuts enclosed in Polyamide Anti Vandal Caps. Finishing to be Metalized / Plasma zinc injection + Dupont/Alexta outdoor use color powder electrostatic coating. Safe Zone : 430 X 400 CM. Inclusive of All Taxes and Transportation Charges (Data approved rate)	each	1.00		
22	Supply & fixing of Tai Chi Spinners : All products must tested and certified to meet EN16630 safety standards with GS test mark. The EN16630 certificates must be issued by a reputed notified International Certifying Body such as IPEMA, TUV, CPSC, or SGS only. The GS mark-EN 16630 certificates must be in the name of a supplier who has carried out a minimum of 100 public park projects in India with EN16630-GS certified products either by themselves or through their dealers or contractors. These EN16630 & GS Mark certificates must be clearly displayed on the notified certifying bodies websites as online verification is mandatory during technical bid. All products must clearly display the GS mark as has been issued in the EN16630 safety certificates. All Tubular steel of 2.5mm thickness are galvanized and zinc dipped. Joints are Robotic Welded. All welded joints are scalloped as necessary and welded to an approved MIG process. All welds are dressed off removing all sharp edges & burrs. Zinc Primer paint is applied at all the welding paints prior to finishing. All metal parts are powder coated using AKZO Nobel - Great Wall Powder to the thickness of 80 - 120 microns. All metal parts are tested in our salt spray machine that uses a 5% NaCL solution in accordance to ISO7227 to speed up corrosion for 3000 hrs. Bearings : Maintenance-free ball bearings. Equipment which have sway and moving parts, must have built in limitors that prevent unwanted and ecesssive movement, which can cause injuries. The limitors must be in accordance with EN16630 safety norms. Scope of delivery : 1 completely pre-assembled equipment modules. Maintenance : Maintain according to EN16630 and the maintenance guide. Size (L*W * H) 1150 MM x 1120 MM x 1620 MM . Capacity 2 persons. Inclusive of All Taxes and Transportation Charges (Data approved rate)	each	2.00		

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28	KSRRB 2.6 Providing and filling sand in trenches to required depth including watring ramming with all leads and lift complete as per specifications and directed by the engineer incharge at the site	cu m	150.00		
29	Supply & fixing of children multi play equipment with spiral slide, monkey bar with number pannel Upright structural posts of height 4.2 m are to be hot dip galvanized steel with a 114 mm OD and 2.2mm wall thickness of tubing . Roof of size 1.9m x 1.7m x 0.77 m spiral slide of size2.56m x 1.85m x 2.68m. Top rails of monkey bar size 1.8m x 1.3m are all robotic welded & fabricated from 48mm OD galvanized steel pipes for the outer bars &32 mm OD galvanized steel for the inner parallel bars with a baked on powder coated finish. Deck of size 1.45 x 1.45 m are pressed and punched , welded ,sand blasted ,powder coated to 2.2mm thickness or vinyl coated to a thickness of 4mm Deck of size 1.45 x 1.45 m are pressed and punched welded sand blasted powder coated to 2.2mmthickness or vinyl coated to a thickness of 4mm. Deck step platform stairs baffle shall be all robotic welded Inclined ramps of size 1.92m x 0.65m stair case of size 1.5m x 0.77m are fabricated from solid 2mm perforated solid punched steel Frisbee climber piped walls of size 1 m are robotic welded , fabricated from 32 mm OD galvanized steelpipes for outer and 25mm OD galvanized steel pipes for inner bar with baked on powder coat finish.The poles welded on to base plate made from steel with 114mm inner dia double slide of size 2.2 m x 1.5m x 1.45 m panel The rates are to be inclusive of supply and installation at site Inclusive of All Taxes and Transportation Charges Data approved rate	eac h	1.00		
30	Supply and fixing of childern Play Equipment Fiero A Swing Shaped structural posts of height 2.31 m are to be schedule HOT DIP Galvanized steel with a 114mm OD and 2.2mm wall thickness of the tubing. Plastic Components such as swing seats super thick plastic] shall be animated and shall be rotationally molded from antistatic copolymer virgin linear low density UV stabilized polyethylene, with color molded in and minimum thickness of 6 - 8mm The rates are to be inclusive of supply and installation at site Inclusive of All Taxes and Transportation Charges Data approved rate	eac h	1.00		
31	Supply and fixing of childern Play Equipment puppy dog Rider/ Elephant rider/ Horse rider: HDPE of Size 0.83m x 0.31m x0.8m plastic Componenents (super thick plastic) shall be rotationally molded from antistatic , copolymer, virgin linear low density UV stabillized polyethylene, with "color molded" in not added in" all rotational molding is carried out in state of the art, precision bi axial roto moulding machines which helps achive guaranteed unifform wall thickness, seamless joints accurate propcess control, one part construction to make it stress free, specialized connectors such as clamps and couplings are to be cast from aluminium which is pre-treated, and cured with a baked on powder coat finish the rates are to be inclusive of supply and installation at site inclusive of all taxes and transportation charges (data approved rate)	eac h	2.00		

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We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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